

REDACTED VERSION OF EXHIBIT

Exhibit 1-D

Camp Fire Services

Contract Work Authorization (CWA) - PG&E Law Dept.

MATTER NO. 1807453
(PG&E Law Department)

TOTAL PAGE COUNT: Page 1 of 11

CONSULTANT or CONTRACTOR LEGAL NAME: PricewaterhouseCoopers, LLP
300 Madison Avenue
ADDRESS: New York, NY 10017

CONSULTANT REPRESENTATIVE NAME: Todd Jirovec

PG&E CONTRACT ADMINISTRATOR: Law Department Budget Group and Linda Winter

PHONE: 415-973-9191

PROJECT TITLE: Corporate Incident Response Support for Camp Fire

PG&E WORK SUPERVISOR: Jamie Martin

PHONE: 415-973-6452

DATE PREPARED: 12/14/18

PREPARED BY: PG&E Law Department

REQUIRED START DATE: December 1, 2018
Contractor shall commence performance hereof when authorized to do so by PG&E.

REQUIRED COMPLETION DATE: March 31, 2019

CWA PRICING: TOTAL: \$3,072,201

☐ NOT TO EXCEED

☒ FIRM FIXED PRICE

☐

Send ORIGINAL Invoice to GenlCnslLawPaymentProcessingGroup@pge.com or mail to:

**PG&E Law Department
PO Box 7133
San Francisco, CA 94120-7133**

Copy of Invoice Janet Loduca
Attention 77 Beale Street, Mail Code B30A
Address San Francisco, CA 94105

DESCRIPTION OF WORK SUMMARY: All related work and information associated with the project is detailed in Exhibit 1, Statement of Work.

ALL WORK PERFORMED UNDER THIS CONTRACT IS AT THE DIRECTION OF THE PG&E LAW DEPARTMENT. ACCORDINGLY, ALL COMMUNICATIONS REGARDING THIS WORK ARE INTENDED TO BE PRIVILEGED AND CONFIDENTIAL. ALL RESULTS PERTAINING TO WORK PERFORMED UNDER THIS CONTRACT SHALL BE SUBMITTED TO THE PG&E LAW DEPARTMENT.

DESCRIPTION OF WORK:

See Exhibit 1 – SCOPE OF WORK. The terms of Master Services Agreement 4400011341 between PG&E and PricewaterhouseCoopers LLP are incorporated herein by reference.

Authorized by: For PG&E

Accepted by: For Consultant or Contractor

Signature



Date

12/17/18

Signature



Date

12/20/18

Janet Loduca

Senior VP and Deputy General Counsel

Type or Print Name

Todd Jirovec

Partner

Type or Print Name

NOTE: ALL WORK PERFORMED UNDER THIS CONTRACT IS AT THE DIRECTION OF THE PG&E LAW DEPARTMENT. ACCORDINGLY, ALL COMMUNICATIONS REGARDING THIS WORK ARE INTENDED TO BE PRIVILEGED AND CONFIDENTIAL. ALL RESULTS PERTAINING TO WORK PERFORMED UNDER THIS CONTRACT SHALL BE SUBMITTED TO THE PG&E LAW DEPARTMENT.

Notwithstanding any other payment terms in Master Services Agreement 4400011341 between PG&E and PricewaterhouseCoopers LLP, all invoices for work performed hereunder shall be submitted directly to the PG&E Law Department for payment.

Contractor shall ensure that it has complied with all applicable requirements for an alternate work schedule in accordance with California Labor Codes. Please refer to California Department of Labor Relations located at www.dir.ca.gov

Exhibit 1
STATEMENT OF WORK

ALL WORK PERFORMED UNDER THIS CWA IS PRIVILEGED AND CONFIDENTIAL, PERFORMED AT THE DIRECTION OF AND UNDER THE SUPERVISION OF THE PG&E LAW DEPARTMENT.

Contractor will provide the following consulting services to assist PG&E with its Corporate Incident Management processes related to the 2018 Camp Fire and other major events in its service territory, including Strategy, Operations, and Legal Support activities:

1. Scope of Services:

Strategic Support	
Cross Functional Strategy	<ul style="list-style-type: none">- Assist with identification of critical action items related to developing priorities of the organization, driving and tracking strategic priorities and developing work plans for cross-functional workstreams- Assist with development of materials and facilitation of Cross-Functional Strategy working group- Support preparation for Board of Director communications and meetings- Support compilation and distribution of materials for the Senior Leadership team, including regularly scheduled meetings and weekly Senior Leadership Update package
Operations and Resiliency Support	
Resiliency – Overall Community Wildfire Safety Program Support	<ul style="list-style-type: none">- Support development of Senior Team updates and Board materials (e.g., SNO, CPP)- Assist in standing up additional mitigation programs (e.g., enhanced Distribution inspections) as needed- Support risk prioritization framework and model analysis
Resiliency – Enhanced and Accelerated Inspections & Repairs	<ul style="list-style-type: none">- Support resource and cost forecasts for Transmission and Distribution work plans in coordination with Business Finance and Operational SMEs- Provide input on data collection process for improved analytics- Support advanced data analytics of enhanced inspections (e.g., drones, detailed visual inspections) and develop proof of value scope for both near-term and long-term inspection roadmap- Support process mapping and alignment of cross-functional teams
Resiliency – Public Safety Power Shutoff Program Support	<ul style="list-style-type: none">- Support development of future state scope and workplan refinement- Support PSPS Action Item PMO in closing action items from PSPS EOC activations
Resiliency – Cross-CWSP Coordination	<ul style="list-style-type: none">- Assist in developing workplan on people, processes, and tools to coordinate planning and scheduling of external outreach of CWSP programs (e.g., VM and enhanced inspections)
Event Analysis – CalFire / CPUC Data Requests	
Event Analysis - CalFire / SED Report Prep and Response	

Event Analysis - Event Leads Support	
Event Analysis - Process Improvements (EA)	
Event Analysis – EOC Activation Action Items	
Legal Support	
Law PMO	-
Budget tracking and forecasting	-
Legal hold	-
eDiscovery PMO support	-
Outside Counsel coordination	-
Data collection	-

The Services do not include the provision of legal advice, and PwC makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state, or any other type of law or regulation. Changes in the law and/or its interpretation may take place before PwC's advice is acted upon or may be retrospective in effect; PwC accepts no responsibility for changes in the law or its interpretation that may occur after the provision of the Services.

Contractor shall provide experienced resources, including a dedicated engagement partner, engagement directors and additional experienced resources. A resource plan is attached (**Attachment 1-A**) and incorporated in this Scope of Work. In the event that scope materially changes, Contractor and PG&E agree to work in good faith to agree on and execute a change order prior to additional fees being incurred. Contractor's work will be performed at the direction and under the supervision of PG&E's internal Legal Department.

2. Deliverables

Contractor expects to provide PG&E with certain non-Contractor branded summaries, schedules and analyses under this CWA ("Deliverables"). All Deliverables shall be prepared in conjunction with PG&E and

will be intended to be treated solely as PG&E's own property as set forth in the MSA. PG&E will review such Deliverables, revise them as deemed appropriate, and approve them prior to PG&E's use.

3. Anticipated Timeframe

The period of performance for this work is December 1, 2018 through March 31, 2019.

Actual weekly Contractor resources may change in response to PG&E requests. Contractor will notify PG&E in advance if staffing under this CWA will exceed budgeted resource levels, which will require execution of a change order to this CWA.

4. Work Location(s)

This project will be conducted primarily out of PG&E's Corporate Headquarters in San Francisco, CA.

5. Key Assumptions

- To be successful, this project must be conducted with PG&E's active participation. Contractor understands that PG&E will be responsible for providing:
 - An Executive Sponsor
 - Dedicated PG&E internal (or contracted) resources to coordinate and lead the specific response activities required from each PG&E response team (e.g., Electric Operations, Law, and Finance); Contractor's work is dependent on these PG&E resources to provide information, status updates, and other support needed as part of the response activities.
 - Internal resources to work with Contractor's Team to gain knowledge necessary for this project
 - Timely access to PG&E subject matter experts and other personnel as needed.
- Operations workstream:
 - PG&E will be responsible for records collection, including providing data in a format that can be digitized for analysis.
- Program Support workstream:
 - PG&E will be responsible for managing and executing individual response workstreams not included in this Scope of Work (e.g. Data Response Unit, Finance, Customer Care, Regulatory, and Communications).
- Contractor shall provide an estimated 19.25 experienced full-time equivalent ("FTE") resources, consisting of a mix of full-time and part-time resources, supported by subject matter specialists as needed, to support this scope of work.
- Contractor will continue to submit invoices directly to the Law Department for processing, instead of through a third-party vendor.

6. Other Terms

- PG&E shall indemnify and hold Contractor harmless from and against any and all third party claims, losses, liability and damages arising from or relating to the Service or Deliverables under this CWA, except to the extent finally determined to have resulted from Contractor's gross negligence or intentional misconduct relating to such Services and/or Deliverables.
- Contractor understands that PG&E seeks to have the attorney work product doctrine, attorney-client, or other privilege apply to some or all of the Services and Deliverables. PG&E and its Law Department are solely responsible for determining whether or not the attorney work product, attorney-client, or other privilege may apply and also solely responsible for managing the establishment and maintenance of any such privilege or protection. Contractor makes no representation as to whether the attorney work product or doctrine or attorney-client privilege will apply, as the applicability of the doctrine and privilege are legal questions. However, Contractor agreed to assist PG&E and its Law

Department in preserving the confidentiality of the information received or provided in connection with the Services contemplated herein in a manner consistent with preserving an attorney-client privilege.

- PG&E will be solely responsible for any and all communications required with PG&E's federal and state regulators and/or independent monitor(s) relating to these Services and Deliverables. Contractor is not being engaged to interact or meet with third parties, including but not limited to PG&E's regulators and/or independent monitor(s).
- If Contractor is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce Contractor's Deliverables, working papers or personnel for testimony or interview with respect to Services Contractor performed for PG&E, PG&E will reimburse Contractor for Contractor's and its counsels' expenses and professional time incurred in responding to such a request.

Attachment 1-A Resource Sheet

Name	Workstream	Requester (for new FTE)	Role	12-03	12-10	12-17	12-24	12-31	01-07	01-14	01-21	01-28	02-04	02-11	02-18	02-25	03-04	03-11	03-18	03-25
Todd Jroves	Cross Functional Strategy	--	Engagement Lead																	
Paul Conboy	Cross Functional Strategy	--	Strategic Response																	
Iyasa Zibell	Cross Functional Strategy	--	Strategic Response																	
Juliana Renne	Cross Functional Strategy	--	Strategic Response																	
Shauna Theel	Cross Functional Strategy	--	Strategic Response																	
Hugh Le	Resiliency	--	Operations																	
Shan Haque	Resiliency	--	Operations																	
Aakash Gawande	Resiliency	--	Operations																	
Thomas Beauchemin	Resiliency	--	Operations																	
Dhanv Shah	Resiliency	Sumeet Singh	Operations																	
Gowtham Tatturu	Resiliency	Sumeet Singh	Operations																	
TBD Resource #1	Resiliency	Jamie Martin	Operations																	
Billy Raley	Event Analysis	--	Operations SME																	
Kristin Cheek	Event Analysis / Large Plaintiff Request	--	Operations / RFP																	
Dhwani Thapar	Event Analysis	--	Operations																	
Chana Nosse	Event Analysis	Michael Puckett	Operations																	
Kennedy Kenney	Event Analysis	(Replacement)	Operations																	
Enma You	Event Analysis / Large Plaintiff Request	--	Operations / RFP																	
Anne Patel	Event Analysis / Large Plaintiff Request	--	Operations / RFP																	
Amol Deshpande	Legal	--	Law PMO lead																	
Rachel Ehsan	Legal / Large Plaintiff Request	--	Law PMO support / RFP																	
Yurika Yoneda	Legal	--	Law PMO support																	
Ryan McLean	Legal	--	Law PMO support																	
Jessica Burton	Legal	Lesley Fields	Law PMO support																	
Michelle Davis	Legal	Lesley Fields	Law PMO support																	
TBD #2	Legal	Elizabeth Collier	Law PMO support																	
Joseph Michalek	Legal	Elizabeth Collier	Law PMO support																	
Ashley Wilson	Large Plaintiff Request	--	RFP																	
Radosl Ivanova	Large Plaintiff Request	--	RFP																	
Ali Suleman	Large Plaintiff Request	--	RFP																	

Contractor resources will consist of a mix of full-time and part-time resources, supported by subject matter specialists as needed, to perform the activities described in this CWA.

PG&E BILLING REQUIREMENTS AND PROCEDURES

Billing Requirements:

1. We agree to reimburse you for your out-of-pocket expenses at your actual net cost. All disbursements (including lodging, travel, out-of-pocket copying service, transcripts, and the like) must be included with your statements with supporting documentation for all lodging and travel expenses (other than nominal amounts) and for each individual item the cost of which is \$75.00 or greater.
2. All expenses shall be reasonable, ordinary, actual net cost incurred and paid by you. All expenses shall be billed at cost. Please note that air travel must be at coach rates and all rental car costs must be at subcompact rates unless otherwise expressly authorized in writing. We agree that expenses for lodging, meals, and transportation shall be at reasonable rates and that you will exercise prudence in incurring such expenses. Mileage will be paid at the Internal Revenue Service's current year approved standard rate.
3. Normal overheads shall be considered a bundled component of your hourly fees and not charged or invoiced to PG&E. If any such charge appears, we will automatically deduct it from your invoice. Normal overheads for purposes of this Contract are secretarial services, administrative, library services, clerical support, office supplies, postage, routine office copying, telecopying or "fax," local telephone, filing, file indexing, bill preparation, staff overtime, word processing, and meals or snacks (unless while travelling or otherwise approved in advance).
4. When photocopying jobs, other than routine office copying, are required, you must use the least expensive service available. In any event, we will pay no more than \$0.10 per page other than for unusually sized documents or color photocopying. Any job, whether by you, a vendor, or a service, exceeding \$1,000 requires advance approval confirmed in writing.
5. Travel time shall not be considered as actual time worked unless approved, in advance, by the principal PG&E attorney assigned to the matter. In the event you or your employee works during travel time, such efforts shall not be considered travel time for the purpose of this Contract. Air travel time shall be billed at one-half the hourly rate of straight time rates unless you work during air travel.

Billing Procedures:

In order to process your statements, PG&E must have the following information with *every* monthly statement:

1. A cover summary sheet on your letterhead that includes:
 - Your remittance address if different than your letterhead address;
 - Your taxpayer ID number;

- The case or matter name;
- The calendar period covered by the statement; and,
- A summary statement of the professional fees and disbursements together with the invoice total.

2. A separate statement of supporting detail on your letterhead with:

- The case or matter name;
- Name and job title (e.g., paralegal) of each worker on each date work is done;
- Time worked on each date work is done, separated by function;
- Description of work done on each date;
- Hourly rates for each worker;
- Disbursements;
- Total amount billed; and,
- Display your approved annual budget and how much you have spent to date for the current calendar year, and how much you have spent on a cumulative basis since work began.

3. Additional materials to include with your statement:

- You should include as disbursements your actual out-of-pocket payments made to outside entities. ***Please remember*** that you must obtain authorization in advance of hiring experts/consultants.
- You should attach receipts or other documentation for individual items costing \$75 or greater, including photocopying and lodging.

SAMPLE BILLING STATEMENT

Sample Cover Sheet

Your Firm Name

411 Main Avenue
City, CA 91234-5678

[Remittance address, if different than above.]

Taxpayer ID: 94-0987654

September 1, 2016
Pacific Gas & Electric Company
P.O. Box 7133
San Francisco, CA 94120

Re: ABC v. PG&E

For professional services rendered during the period from August 1, 2016, to
August 31, 2016.

Professional Fees	\$187.50
Expenses	50.00
.....
Total	\$237.50
.....

Sample Detailed Statement

Your Firm Name

411 Main Avenue
City, CA 91234-5678

Taxpayer ID: 94-0987654

STATEMENT

TO: Pacific Gas and Electric Company

RE: ABC v. PG&E

<u>Date</u>	<u>Employee</u>	<u>Title</u>	<u>Services Rendered</u>	<u>Hour</u>	<u>Rate</u>	<u>Amount</u>
8/5/16	Jane Doe	Partner	Prepare for hearing	1.5	\$125	\$187.50
Subtotal.....						\$187.50

Disbursements:

C&D Blueprint Service—depo transcript exhibits for 7/15/16 depo	\$50.00
Subtotal.....	\$50.00
TOTAL	\$237.50
.....	

2016 Budget	\$2,500.00
2016 Amount billed to date	<u>237.50</u>
Total amount billed to date	\$3,237.60

DUE AND PAYABLE UPON RECEIPT